

MEMORANDUM OF UNDERSTANDING

between

CITY OF MOUNTAIN VIEW

and

LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Covering City Employees in the

SEIU Unit

July 1, 2000 – June 30, 2003

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This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Mountain View and is made by and between authorized representatives of the City of Mountain View (hereinafter referred to as "City"), and Service Employees International Union, AFL-CIO, Local 715 (hereinafter referred to as "Local 715").

ARTICLE 1 – RECOGNITION

1.1 Exclusive Representative

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Mountain View and applicable State law, the City of Mountain View recognizes Service Employees International Union, AFL-CIO, Local 715 as the exclusive representative of all permanent full-time and part-time employees in classes assigned to the City's SEIU Unit. Appendix A is the list of classifications in the SEIU Unit.

The City and the Union agree that this Memorandum of Understanding is intended to be the principal expression of the collective bargaining relationship.

1.2 Contracting Out

The City agrees to provide the Union an opportunity to review contracts which are public information on a fiscal year basis. If contracting out bargaining unit work to outside contractors would result in layoff of bargaining unit employees, the elimination of a bargaining unit position or a permanent reduction in the hours worked by current bargaining unit employees, or if such contracting is the direct result of a layoff, the elimination of a bargaining unit position or a reduction in hours of current bargaining unit employees occurring within six (6) months prior to such contracting, then the City shall meet the following requirements:

1.2.1 The City will give the Union notice of at least sixty (60) days before the effective date of the outside contract.

1.2.2 Within such sixty (60) day period, the Union will have the opportunity to meet and confer on the impact of the contracting out on bargaining unit employees, and an opportunity to propose alternative ways in which such services could continue to be provided by the City workforce.

Except as expressly limited by this paragraph, the City shall not be limited in its right to contract out bargaining unit work.

1.3 New Classifications

The City shall notify the Union, in writing, of the development of a new classification.

ARTICLE 2—NONDISCRIMINATION

2.1 Equal Protection

The City and Local 715 agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor, discrimination or harassment because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, marital status, sexual preference or political opinion or affiliation, unless such factor shall be a bona fide occupational qualification for a position, or such action is required to comply with Federal or State law.

2.2 Free Exercise of Rights

The City and Local 715 further agree that employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing; or to refrain from participation, to the extent that such rights have not been mutually waived by this Agreement. Employees shall not be discriminated against because of their exercise or nonexercise of these rights.

2.3 Harassment Policy

2.3.1 Purpose:

To establish a strong commitment to prohibit harassment in employment and to define discrimination harassment and to provide the most effective and timely procedure for investigating and resolving internal complaints of harassment.

2.3.2 Policy:

Harassment of an applicant or employee by a supervisor, management, employee or coworker on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, familial status, sex, sexual orientation or age will not be tolerated. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

Disciplinary action up to and including termination will be instituted for behavior described in the definition of harassment set forth below:

- Any retaliation against a person for filing an harassment charge or making an harassment complaint is prohibited. Employees found to

be retaliating against another employee shall be subject to disciplinary action up to and including termination.

2.3.3 Definition

Harassment includes, but is not limited to:

- A. **Verbal Harassment** – For example, epithets, derogatory comments or slurs on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, medical condition, marital status, sex, sexual orientation or age. This might include inappropriate sex-oriented comments on appearance, including dress or physical features or race-oriented stories.
- B. **Physical Harassment** – For example, assault, impeding or blocking movement, with a physical interference with normal work or movement when directed at an individual on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, age, sex or sexual orientation. This could be conduct in the form of pinching, grabbing, patting, propositioning, leering or making explicit or implied threats or promises in return for submission to physical acts.
- C. **Visual Forms of Harassment** – For example, derogatory posters, notices, bulletins, cartoons or drawings on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, medical conditions, marital status, sex, sexual orientation or age.
- D. **Sexual Favors** – Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance or creates an offensive work environment.
- E. The Union and City agree that when an employee files an harassment/discrimination grievance, the grievance may begin at the Employee Services Department.

2.4 Americans with Disabilities Act of 1990

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making

available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential job functions of their position. The City agrees to meet and confer with the Union to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

The City and SEIU Local 715 agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of physical or mental disability, unless such favor shall be a bona fide occupational qualification for a position or such action is required to comply with Federal or State law.

ARTICLE 3 – CITY RIGHTS

3.1 Rights Retained

The parties agree the City retains all rights not specifically delegated by this Agreement including, but not limited to, the exclusive right to:

- (a) Determine the mission of the City;
- (b) Set standards of service;
- (c) Determine the procedures and standards of selection for employment and promotion;
- (d) Direct its employees, take disciplinary action for proper cause;
- (e) Relieve its employees from duty because of lack of work;
- (f) Maintain the efficiency of City operations;
- (g) Determine the methods, means and personnel by which City operations are to be conducted;
- (h) Determine the content of job classifications;
- (i) Take all necessary actions to carry out its mission in emergencies and exercise control and discretion over its organizations and the technology of performing its work.

3.2 Impact on Bargaining Unit

The exercise of such rights shall not preclude Local 715 from meeting and conferring with City representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

3.3 Emergency

Except in an emergency, City decisions shall not supersede the provisions of this Agreement. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war.

3.4 Duration of Emergency

Action taken by the City to meet such an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

ARTICLE 4 – SECURITY PROVISIONS

4.1 Maintenance of Membership

Except as provided below, an employee who is a member of Local 715 on the date this Agreement becomes effective or an employee who voluntarily joins Local 715 during the term of this Agreement shall remain a member in good standing for the term of this Agreement. During the first fourteen (14) calendar days of the month of July each year, employees who are members may withdraw membership in Local 715 by mailing a notice of withdrawal by United States Postal certified mail to Local 715, Attention Worksite Organizer, 891 Marshall Street, Redwood City, California, 94063, and the City's Finance and Administrative Services Director, P.O. Box 7540, Mountain View, California, 94039.

4.2 Dues/C.O.P.E. Deductions

Membership dues of Local 715 and C.O.P.E. checkoff shall be deducted by the City from the salary of any employee who files with the City Finance and Administrative Services Director a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues deductions made from the salaries of employees covered hereunder and a list of employees (including amount deducted) shall be made to Local 715 by the City as promptly

as practical. The City shall submit to Local 715, on a quarterly basis, a list of all employees' names and addresses and classifications.

4.3 Reasonable Time Off to Meet and Confer

Local 715, as a recognized employee organization, may select not more than two (2) employee members of the organization to attend scheduled meetings during the term of this Agreement with the City Representative(s) on subjects within the scope of representation during regular work hours without loss of compensation. For contract negotiations, Local 715 may select not more than six (6) employee members to attend bargaining sessions. Where circumstances warrant, the City Employee Services Director may approve the attendance at such meetings of additional employee representatives without loss of compensation. Local 715 shall submit the names of the employee representatives to the City Employee Services Director in advance of such meetings. Any such meeting is subject to scheduling by the City in a manner consistent with operating needs and work schedules of the City.

4.4 Stewards

Local 715 may designate a reasonable number of employees to represent other employees in disciplinary or grievance matters. No more than one (1) steward and one (1) alternate steward shall be designated in a work unit or location. Local 715 shall provide written notice to the City of the designated stewards and shall keep the list current. Stewards shall conduct their representation activities on their own time and on the employee's own time unless it is an emergency situation which would still require approval from the appropriate supervisor, or manager, in order to leave the job site. Time off without loss of compensation shall be allowed for management-approved meetings.

4.5 Bulletin Boards

The City will furnish, for the exclusive use of Local 715, adequate bulletin board space at the following locations: City Hall, Police/Fire Administration, Community Center, Library, Senior Center, Maintenance Operations Center (Building A), Center for the Performing Arts, Shoreline, Cuesta Park, Park Shop, Rengstorff Park, Sign Shop and Wastewater Office. The board shall be used for the following subjects:

- (a) Information on Local 715 elections, reports and notices.
- (b) Reports of official business of Local 715, including reports of committees or the governing boards thereof.

- (c) Scheduled membership benefits, programs and promotions.
- (d) Any other written material pertaining to the official business of Local 715, the Santa Clara County Central Labor Council and C.O.P.E.

4.6 Activities on City's Premises and Access

Membership meetings, organizing activities, membership campaigns or dues collecting by Local 715 or their representatives on City premises or at work locations/sites during regular hours of work shall not be permitted.

Representatives of Local 715 shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access to given work locations/sites would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall be regulated by the City so as not to constitute a safety hazard or to interfere with operations of the City. Representatives of Local 715 shall not enter a work location/site without first advising, in person, someone in the Department Head's or Employee Services Director's Office.

4.7 City Policy on Hourly/Temporary Employees

Hourly employees are defined as seasonal or temporary employees who work for a specified period of time (averaging on a yearly basis less than twenty [20] hours per week) and are not eligible to receive benefits. Hourly employees are hired to perform seasonal work, provide vacation and sick leave relief and to complete short-term projects or special assignments. In some cases, hourly employees may work a regular ongoing schedule of less than twenty (20) hours per week.

Hourly employees may be used to fill vacant positions or to fill in for employees on extended absence with prior approval of the City Manager or Department Head or designee. In most cases, departments will not be allowed to hire hourly employees to fill positions that were not approved or authorized as part of the budget process.

Hourly employees who consistently work less than twenty (20) hours per week may work for a period of time exceeding one (1) year or one thousand (1,000) hours without prior approval from the Employee Services Director. However, Department Head approval is required.

Departments using hourly employees who consistently work twenty (20) hours per week or more must receive written approval for continued employment from

the Employee Services Director before the employee completes one (1) full year from date of employment, or one thousand (1,000) hours in a fiscal year.

At the beginning of each fiscal year, the City shall provide the Union with a list of each department's budgeted hours for hourly employees by classification. Upon request, the City shall provide additional reports to the Union, to a maximum of four (4) reports per fiscal year.

4.8 Personnel Files

Employees shall be noticed or given copies of all documents that are being placed in his/her official personnel file kept in the Employee Services Department. With twenty-four (24) hours' notice, employees are entitled to review their official personnel files or review with Union representation.

Documented oral counselings and written reprimands more than three (3) years old will not be referred to in later disciplinary action unless the present incident and the prior one involved harassment or violence.

On a case-by-case basis as part of a settlement of a disciplinary matter, the City may agree to a provision which allows for the purging of disciplinary actions from employee files based on certain agreed-to provisions. If a settlement is reached to purge a single document, that single document shall be purged from the personnel file within a period of up to five (5) years.

4.9 Advance Notice

The Union shall be notified of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City or by any Department. The Union shall be given the opportunity to meet and confer on the impact of such ordinance, rule, resolution or regulation prior to its adoption by the City Council, board or commission of the City or any Department.

4.10 Union Packet/New Hires

The City shall provide each newly hired bargaining unit employee a packet of information provided by the Union. Local 715 will supply the Employee Services Department with such packets for distribution to new employees.

ARTICLE 5 – SALARY

5.1 Salary – Year 1

Effective the first pay period ending in July 2000, the City shall increase the salary ranges for classifications in the bargaining unit by four and one-half percent (4.5%). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest dollar in accordance with procedures established by the Employee Services Director and Finance and Administrative Services Director.

Salary – Year 2

Effective the first pay period ending in July 2001, the City shall increase the salary ranges for all classifications in the bargaining unit by four and one-half percent (4.5%). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest dollar in accordance with procedures established by the Employee Services Director and Finance and Administrative Services Director.

Salary – Year 3

Effective the first pay period ending in July 2002, the City shall increase the salary ranges for all classifications in the bargaining unit by four and one-half percent (4.5%). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest dollar in accordance with procedures established by the Employee Services Director and Finance and Administrative Services Director.

5.2 Promotional Criteria for Flexibly Staffed (I/II) Positions

The term "flexibly staffed" positions refers to those specifically designated positions within a City of Mountain View classification series containing an entry and/or an intermediate and/or a journey level and which can be filled at any of these levels.

The following positions are flexibly staffed:

Account Clerk I/II	Parks Maintenance Worker I/II
Building Inspector I/II	Public Safety Dispatcher I/II
Engineering Assistant I/II	Public Works Inspector I/II
Equipment Mechanic I/II	Street Maintenance Worker I/II
Facilities Maintenance Worker I/II	Tree Trimmer I/II
Meter Service Worker I/II	Wastewater Utilities Worker I/II
Office Assistant I/II	Water Utilities Worker I/II

Management shall, within the first six (6) months of employment, provide each new employee with a copy of the criteria for evaluation of promotion to the II level. The criteria shall explain the following requirements for promotion:

Experience and Training
Licensing
Knowledge, Skills, and Abilities
Safety Standards
City and Department Policies/Standards
Is Open to Needed Change/Is Flexible
Treats the Public and Fellow Employees with Respect
Takes Personal Responsibility and Initiative
Uses Time and Materials Effectively
Leadership Abilities
Performance Plan and Support Needed for Promotion

5.3 Step Increases

The normal progression through the five salary steps is as follows:

Step 1	Start
Step 2	6 Months of Service
Step 3	1-1/2 Years of Service
Step 4	2-1/2 Years of Service
Step 5	3-1/2 Years of Service

Exceptions: Salary increases may not occur according to the above schedule if one of the following exceptions exists: (1) if work performance does not meet evaluation standards (goals and objectives for the employee's upcoming evaluation year shall be developed by the supervisor with input from the employee); (2) if a person is hired at Step 2 or above; (3) if a person is reclassified, promoted or demoted or other resulting disciplinary action; (4) if a person receives a mid-evaluation merit increase.

5.4 Bilingual Pay

Employees who meet the following criteria, as determined by the Employee Services Director (hereafter "Director"), shall be entitled to receive Forty Dollars (\$40) per month beginning the first pay period ending in July 1, 2000 (which amount shall be increased to Fifty Dollars (\$50) per month beginning the first pay period ending in July 1, 2001).

- 5.4.1 Successfully passing such language proficiency/fluency test as may be selected by the Director, including such periodic retesting as the Director determines may be appropriate;
- 5.4.2 Being assigned to a position that is designated as a Bilingual assignment.

The Director reserves the right to determine the number, timing, location and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving Bilingual Pay may be asked to utilize his/her bilingual skills at any time while on duty in his/her own division/department or by supervisor in any other division/department. An employee who is not receiving Bilingual Pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available, in that limited situation an employee may be asked to utilize such skills.

5.5 Equity Adjustments

Effective the first pay period ending in July 2000, the City shall increase the salary range for the classifications of Public Safety Dispatcher I/II and Lead Public Safety Dispatcher by three percent (3%). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest dollar in accordance with procedures established by the Employee Services Director and the Finance and Administrative Services Director.

5.6 Equity Review

In the third year of the contract, the City will survey comparable agencies normally used in the City's salary surveys for the positions of Executive Assistant and Secretary. SEIU and the City will discuss the survey data collected. As determined appropriate by the City, agencies may be added or deleted from this survey. The City will make the final determination of a competitive salary. Adjustments will be made if deemed appropriate by the City. The City's decision is not grievable.

ARTICLE 6 – INSURANCE BENEFITS

6.1 Maintain Benefits

To the extent that the following insurance programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The following is a brief summary of the benefits. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations.

If, during the term of this Agreement a change in insurance plans or coverage is necessary, the City shall provide notice and, upon request, meet with representatives of Local 715.

6.2 Medical Insurance – Year 1

Effective August 1, 2000, the City shall pay the full premium for the employee for any plan offered by the City and selected by the employee. For dependent coverage, the City shall pay a portion of the difference between the single-coverage premium and the selected dependent-coverage premium (two party or family) for permanent full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
Low Cost HMO	95.5%	4.5%
Middle Cost HMO	95%	5%
High Cost HMO	90%	10%
PPO/POS	85%	15%

Effective February 1, 2001, the prescription copayments for Lifeguard participants will change to a three-tier plan (5/10/10). Any increase in premiums from February 1, 2001 to July 30, 2001, will be paid by the City.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

Medical Insurance – Year 2

HMO Medical Plans – Effective August 1, 2001, the City shall pay the full employee-only premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay a portion of the difference between the single-coverage and the selected dependent-coverage premium (two-party or family) for permanent full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
Low Cost HMO	94%	6%
Middle Cost HMO	94%	6%
High Cost HMO	90%	10%

Non-HMO Medical Plans (PPO/POS) – Effective August 1, 2001, employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two party or family) for permanent employees. In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same levels.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

Medical Insurance – Year 3

HMO Medical Plans – Effective August 1, 2002, the City shall pay the full employee-only premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay a portion of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
Low Cost HMO	90%	10%
Middle Cost HMO	90%	10%
High Cost HMO	90%	10%

Non-HMO Medical Plans (PPO/POS) – Same formula implemented August 1, 2001.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

6.3 Dental Insurance

The City shall pay the full premium for the employee for the dental plan offered by the City. For dependent coverage, the City shall pay eighty percent (80%) of the difference between the single-coverage premium and the selected dependent-coverage premium (two-party or family) for permanent full-time and part-time employees. The employee shall pay that portion of the premium which is their responsibility through payroll deductions in accordance with procedures established by the Employee Services Department and Finance and Administrative Services Department.

6.4 Life Insurance

The City shall pay the premium for all permanent employees for life insurance coverage equal to five (5) times the employee's annual salary or Fifty Thousand Dollars (\$50,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage.

6.5 Long-Term Disability Insurance

The City shall pay the premium for all permanent employees for nonwork-related disability insurance coverage that provides for income protection up to sixty-six-and-two-thirds percent (66-2/3%) of monthly salary following the sixty (60) day elimination period which begins on date of illness or injury.

6.6 Employee Assistance Program

The City shall pay the premium for all permanent employees for an Employee Assistance Program designed to provide up to five (5) free counseling visits each year. Participation shall be voluntary.

6.7 Vision Care Insurance

For those permanent employees who select medical plans that do not have vision coverage, the City shall make available vision care coverage for employees and dependents. The City shall pay the cost of such coverage.

6.8 Retiree Health

- (a) During the term of this Agreement, the City shall maintain individual health benefits for individuals who have already retired from the City, and for individuals who retire and meet the vesting qualifications.

The City-paid benefit contribution percentage (%) in effect at the time of retirement shall not change once an employee has retired from the City.

- (b) Employees hired before September 1, 1989, qualify for retiree health benefits upon five (5) continuous years of service if they retire from City employment. Employees hired on or after September 1, 1989 qualify for retiree health benefits upon fifteen (15) continuous years of service if they retire from City employment.
- (c) For Maintenance classification employees (listed in Appendix A) who meet the vesting requirement in (b) above and retire from the City, the employer shall pay 100 percent of the employee-only premium of the plan selected by the employee.

For Clerical/Technical classification employees (listed in Appendix A) who meet the vesting requirement in (b) above and retire from the City, the employer shall pay 100 percent of the employee-only premium of any HMO

plan selected by the employee and 85 percent of the employee-only premium of any PPO plan selected by the employee.

- (d) All retirees may elect to cover their dependents but shall be responsible for paying the difference between the full dependent premium and the employee-only premium.

6.9 Section 125 – Flexible Benefit Plan

The following Qualified Benefits are available to SEIU unit members under the City's Flexible Benefit Plan: Premium Contribution Plan, Medical Expense Reimbursement Plan and Dependent Care Assistant Plan.

6.10 Management/Professional Development Funds

Professional Development Funds are reimbursed up to Three Hundred Dollars (\$300) annually for employees in eligible classifications including: Executive Assistant, Water Environment Specialist, Senior Building Inspector, Senior Public Works Inspector and Lead Public Safety Dispatcher.

ARTICLE 7 – RETIREMENT

7.1 City Payment

The City shall provide retirement benefits as administered by the Public Employees Retirement System (PERS) providing for retirement benefits of two percent at age fifty-five (2% @ 55). Effective as soon as possible (including retroactive to the first pay period ending in July 1998, if possible), the City shall convert its payment of the employee contribution to PERS (7 percent of salary) into base salary and the employee shall pay the employee contribution of seven percent (7%) through implementation of a 414(h)(2) IRS provision.

7.2 Service Credit

Upon prior approval of the City Council and the City Manager, a represented member shall be eligible for an additional two (2) years of service credit under PERS, provided that the member is eligible and willing to retire during a window period designated by the City Council.

ARTICLE 8 – SICK LEAVE AND PERSONAL LEAVE

8.1 Sick Leave

8.1.1 Accrual

Sick leave credit shall accrue at the rate of eight (8) hours for each month (3.68 hours each pay period) of service in paid status. Permanent part-time employees shall accrue sick leave on a prorated basis based on their allocated position. There shall be no limit to the amount of sick leave accrual.

8.1.2 Purpose

Sick leave has two basic purposes. It preserves an employee's income during periods of illness or injury, thereby providing a measure of financial security. It protects the health of the employee and coworkers. The City regards sick leave as a form of insurance provided to each employee. Unlike vacation leave, a right in which the employee has a vested interest and can take with him/her upon termination, sick leave is a privilege which should be conserved and used only in time of need (except when cashed out under the provisions of this MOU). Sick leave shall be granted only for actual illness or injury to the employee, or for injury or illness in the immediate family (as defined in Article 10 – Bereavement). In the event of death of other relatives, sick leave may be granted by the Employee Services Director. Sick leave may also be granted under the Family Leave Act of 1993.

8.1.3 Appointments

Sick leave may be used for medical and dental appointments; however, every effort should be made to schedule these appointments during lunch or at the beginning or the end of the shift to minimize the amount of time away from the job. Prescheduled medical and dental appointments (24-hour notice) will not negatively impact the employee's participation in the sick leave incentive program if charged to vacation, comp time or personal leave.

8.1.4 Usage/Misuse

Except in bona fide emergencies, sick leave shall be granted only if the employee notifies or leaves a message for his/her immediate supervisor or Department Head as soon as possible on the day the employee will be

absent (but no later than fifteen (15) minutes before the start of the shift) and again at the beginning of his/her returning shift. For Public Safety Dispatchers and Lead Public Safety Dispatchers, as soon as possible shall mean no later than two (2) hours before the start of the shift.

The Department Head, manager or supervisor shall be responsible for ensuring that only bona fide sick leave is taken, consistent with the standards established in this Article. At the discretion of the Department Head, manager or supervisor at the end of three (3) consecutive days of illness, a medical verification or a personal affidavit, or an affidavit from the employee's Department Head shall be required to verify illness. The submission of one of the above documents may be required in other individual cases, regardless of the length of the absence, where substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

If the Department Head, manager or supervisor has reason to suspect abuse of sick leave, he/she may notify the employee in writing that he/she must submit one of the above documents for illnesses of less than three (3) days. This requirement shall be prospective, shall not exceed ninety (90) calendar days, and shall be in addition to any other action as may be appropriate, including but not limited to disciplinary action.

8.1.5 Incentive Program

The sick leave incentive program is intended to discourage unnecessary use of sick leave by rewarding employees who do not use sick leave in a given time period. Under the City program, all members who are not ill for one quarter as defined by Payroll (e.g., January – March), will receive six (6) additional hours of vacation. For prescheduled medical and/or dental appointments (requiring 24-hour notice) vacation, comp time or personal leave may be utilized in order for the employee's sick leave incentive program not to be adversely affected.

8.1.6 Payment for Unused Sick Leave

Upon layoff, regular retirement through PERS, or a disability retirement as determined by appropriate medical authority, payment shall be made to the employee for unused sick leave (to a maximum of a percentage of 960 hours) for years of continuous service as a probationary and permanent employee according to the following schedule:

0 but less than 10 years of service	-	No Pay
10 but less than 15 years of service	-	20%
15 but less than 20 years of service	-	35%
20 but less than 25 years of service	-	55%
25+ years of service	-	80%

8.2 Personal Leave

- (a) Each employee shall be allowed to convert eight (8) hours of accumulated sick leave annually to personal leave. Personal leave may be used for any personal purpose. The sick leave balance will be reduced upon use of the personal leave; however, this usage will not affect the sick leave incentive program. Personal leave shall not accumulate from year to year, and must be taken in the payroll calendar year.
- (b) Personal leave shall be granted with approval of the employee's immediate supervisor or Department Head. If at all possible, requests for personal leave shall be made prior to the day the employee will be absent or shall be made in accordance with departmental policies for requesting time off.
- (c) Permanent part-time employees shall earn personal leave on a prorated basis. For example, half-time employees shall receive four (4) hours per year of personal leave.

ARTICLE 9 – BEREAVEMENT LEAVE

9.1 Benefit Defined

An employee may use up to three days (24 hours) if required to be absent from duty due to the death of a member of the employee's immediate family. An employee may use one (1) additional day if attending a funeral out of the State of California or beyond a three hundred (300) mile (each way) radius from the City of Mountain View. Additional time off may be authorized by the Employee Services Director or the Department Head or designee, and charged to accrued vacation, sick leave or treated as leave without pay.

9.2 Immediate Family

The "immediate family" shall be defined as: wife, husband, father, mother, sister, brother, children, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren.

ARTICLE 10 – VACATION AND LEAVES OF ABSENCE

10.1 Vacation Accrual

Represented employees shall accrue vacation based upon the following years-of-service formula. For clarification purposes, the term days used in this Article refers to eight-hour workdays. Years of service will be measured by the number of full years of service attained on the anniversary of the date upon which the employee was initially hired into a bargaining unit covered by this MOU.

Years of Service	Rate Per Year
0 through 5 years	12 days
6 through 9 years	17 days
10 through 15 years	22 days
16+ years	One additional day per year to a maximum of 25 days

The maximum accrual of vacation is as follows:

Beginning of the first year through the fifth year	-	240 hours
Beginning of the sixth year through the ninth year	-	320 hours
Beginning of the tenth year through the fifteenth year	-	400 hours
Beginning of the sixteenth year	-	480 hours

Automatic Cap: Once vacation reaches the allowed maximum, it will not be allowed to accrue beyond this maximum.

10.2 Permanent Part-Time

For permanent part-time employees, vacation accrual rates, vacation caps, as noted above, and sick leave incentive awards shall be computed on a pro rata basis based on their budgeted position.

10.3 New Hires

Employees are eligible to take vacation after six (6) months of City employment. All employees are encouraged to take periodic vacations.

10.4 Vacation Requests

As a guideline, for every day being requested for vacation, the employee will give a minimum one (1) day notice to his/her supervisor (e.g., if an employee is requesting a two [2] week vacation, he/she gives a minimum two [2] week notice). Exceptions shall be approved on a case-by-case basis by the immediate supervisor. Scheduling of vacation leave shall be determined by the Department Head with regard for the wishes of the employee and the needs of the service.

10.5 Vacation Cash Out

Each December, an employee may file an irrevocable election to cash-out up to forty (40) hours of vacation leave. The City shall pay each employee in March of the following year.

10.6 Leave of Absence/Reinstatement

10.6.1 Granting Leave

The Employee Services Director may grant a leave of absence without pay for a period not to exceed one (1) year to an employee having permanent status whenever such leave is considered to be in the best interest of the service. Such leave shall be requested in writing by the employee, and requires written approval of the Department Head and the Employee Services Director. If the Department Head or Employee Services Director needs to meet with the employee requesting such leave, the City shall permit the employee the opportunity to have a Steward present at the meeting.

10.6.2 Absence with Reinstatement

- (a) An employee may request up to a one (1) year, noncompensated leave at least thirty (30) days in advance. (Emergency requests will also be considered).
- (b) Once approved, the Department may fill the vacant position created by the leave with a new employee.

- (c) An employee wishing to return to his/her original position at the end of his/her leave must notify the Department Head of his/her intentions at least thirty (30) days prior to the expiration of his/her leave.
- (d) If an employee does not notify his/her Department of his/her interest to return within thirty (30) days prior to the expiration of the leave, this lack of notification may be considered equivalent to a resignation.
- (e) An employee remains eligible for reinstatement for one (1) year after the expiration of his/her leave. If there are no vacancies during the one (1) year period, the employee would lose reinstatement rights.
- (f) The returning employee would be eligible to resume employment in the next available vacant position of the classification they were employed in.
- (g) A reinstated employee will return with full job rights and seniority with accruals continuing from the date of original employment. Benefits and accruals would be foregone during the period of leave. The returning employee would not serve a new probationary period.
- (h) The program is to be limited to a maximum of one (1) year with no more than four (4) bargaining unit employees City-wide being on leave simultaneously.
- (i) An employee must have been employed with the City a minimum of five (5) years and must be in good standing to qualify.
- (j) All requests and approvals must be in writing and are at the discretion of the Department Head and Employee Services Director. The Employee Services Department will be responsible for overall administration.

10.7 Military Leave

- (a) **With Pay:** Military Leave with pay shall be granted in accordance with provisions of the State law. All employees entitled to military leave shall give the Department Head an opportunity, within limits of military regulations, to determine when such a leave shall be taken.

- (b) **Without Pay:** Employees who volunteer for active duty with the armed forces of the United States during a period of declared national emergency, or who are ordered to active duty at any time in the organized Reserve, National Guard, or through the Selective Service System, shall be granted a Leave of Absence for the period of military service required of them. Upon entry or reentry into the military service and upon completion of said military service, all such employees shall be entitled to all the rights provided by State law as it now exists, or may hereafter be amended, provided that upon completion of the period of military service the employee shall pass a medical examination administered by a physician selected by the City prior to reinstatement.

10.8 Jury Leave

Employees summoned from work duties as jurors, or subpoenaed to appear as witnesses in cases other than those in which the employee as an individual is a litigant, shall be allowed full salary, provided they compensate the City the fees for such service.

10.9 Time Off to Vote

The City will allow employees reasonable time off to vote, where the employee's schedule makes voting before or after work a burden.

ARTICLE 11 – HOLIDAYS

11.1 Scheduled

The City shall observe eleven (11) scheduled paid holidays each calendar year. The scheduled paid holidays that will be official City holidays for the term of this Agreement shall be as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas (or before, depending when Christmas falls)

In addition, each represented employee shall receive eight (8) hours as a floating holiday, prorated for permanent part-time employees. Such floating holiday shall not accumulate from one payroll calendar year to another. The scheduling of such floating holiday shall be subject to approval of an employee's immediate supervisor and/or department manager. Requests for scheduling of such floating holiday shall be made at least twenty-four (24) hours in advance (with the exception of Public Safety Dispatchers, who shall follow existing procedures for requesting time off).

Holidays shall be administered in accordance with the provisions of the Personnel Rules and Regulations and the Administrative Policies of the City.

11.2 Holiday In-Lieu – Public Safety Dispatchers

Public Safety Dispatcher I/IIs and Lead Public Safety Dispatchers will be increased from 4.2 percent to five percent (5%) holiday in-lieu compensation effective the first pay period ending in July 1998.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.1 Hours of Work

The following provisions are intended to define the normal hours of work for all full-time permanent employees, except as defined in Section 12.6, Part-Time Position Work Schedules.

12.2 Workday

The normal workday shall be eight (8) hours of work in a twenty-four (24) consecutive hour period, unless an alternative work schedule (for example 9/80s) has been approved by management. Employees are expected to be at their assigned workstation, ready to begin work, at the beginning of their assigned shift and to notify their supervisor as early as possible, but no later than fifteen (15) minutes before the beginning of their shift, if they expect to be absent or tardy on any given day.

12.3 Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without four (4) working days prior notice to the employee.

Neither call-out nor overtime constitute a change in the work shift. Employees shall have at least ten (10) hours rest between all shifts.

12.4 Workweek

The normal workweek shall be five (5) workdays and two (2) consecutive days of rest in a seven (7) consecutive day period, except in cases of emergencies, or at the specific request of an employee and approval of the City Manager or Department Head.

12.5 Alternate Work Schedules

The City Manager may authorize work schedules based on the operating needs of the departments outside of the normal work schedule. Prior to implementing or modifying a work schedule in accordance with this provision, the City will give notice to Local 715 and, upon request, provide an opportunity to meet. The parties will discuss implementation or modification either as an item of the Employee/Management Committee or as a separate meet-and-confer issue. This section shall not affect individual flexible work schedules or the procedures covering such schedules, as set forth in City Administrative Policy.

12.6 Permanent Part-time Position Work Schedules

Permanent part-time employees in a half-time position (20 hours per week or 1,040 hours per year) shall be scheduled to work a minimum of sixteen (16) hours per pay period. Part-time employees in a three-quarter-time position (30 hours per week or 1,560 hours per year) shall be scheduled to work a minimum of twenty-four (24) hours per pay period.

12.7 Meal Period

All employees shall be entitled to an uninterrupted, unpaid meal period of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes at or about the midpoint of their work day. The length of the meal period and the time the meal period is taken shall be determined by the City. Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they are assigned, in writing, to work an on-duty meal period, which will be treated as paid time.

12.8 Rest Periods

- (a) Employees shall be provided rest periods at the rate of fifteen (15) minutes for each four (4) hours worked. Rest breaks shall be considered paid work time.
- (b) **Rest Periods Between Work Days:** Regardless of the situation, employees will be given a ten (10) hour rest period between work days. If the rest period includes time that the employee would normally be scheduled to work, that time will be paid by the City as straight time.
- (c) **Continuous Emergency Work:** If an employee is requested, due to an emergency condition (to be defined by the Department Head), to work beyond the employee's normal work shift, the employee will be compensated at one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the normal work shift. If an employee is required to return to work more than fifteen (15) hours in a twenty-four (24) hour period, the employee will be provided a ten (10) hour rest period before being required to return to work. If that ten (10) hour rest period includes time that the employee would normally be scheduled to work, that time will be paid by the City at straight time. However, an employee will return to work to complete his/her normal work day if there is time remaining after the ten (10) hour rest period is completed. If less than two (2) hours remain, the employee can elect to use comp time or vacation leave for that time.

12.9 Emergency Assignments

Nothing herein shall be constructed to limit or restrict the authority of the City to make temporary assignments to different or additional locations, shifts or duties for the purpose of meeting an emergency. "Emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war. Such emergency assignments shall not extend beyond the period of said emergency.

12.10 Overtime

12.10.1 Payment

All nonexempt employees who are eligible for overtime shall receive overtime pay computed at one and one-half times their regular rate for all

hours authorized by the City and worked by the employee in excess of forty (40) hours worked in a work week.

For the purposes of computing overtime, paid time off shall be treated as hours worked. Overtime hours shall be paid to the nearest one-half hour of time worked.

Overtime shall be authorized in writing by the employee's Department Head prior to being compensated. An employee not specifically exempt from the provisions of the Fair Labor Standards Act shall not begin work more than fifteen (15) minutes before his/her established schedule begins nor work longer than fifteen (15) minutes after it ends, unless specifically authorized by the appropriate supervisor.

12.10.2 Compensatory Time

Employees eligible for overtime pay may, at the employee's discretion, elect to receive compensatory time off (CTO) at time and one-half (1-1/2) in lieu of overtime pay, except as provided below. An employee may accrue and have a maximum current credit of eighty (80) hours of CTO. Public Safety Dispatcher I/II's and Lead Public Safety Dispatchers may accrue and have a maximum current credit of one hundred twenty (120) hours of CTO.

Employees who accrue CTO may use such CTO, subject to departmental rules and regulations, up to the maximum of eighty (80) hours per calendar year or one hundred twenty (120) hours per calendar for Public Safety Dispatcher I/II's and Lead Public Safety Dispatchers. Any request to use CTO in excess of said maximums may be granted by the City or, at the City's discretion, will be paid as though the employee had originally selected pay rather than CTO.

Each December, an employee may file an irrevocable election to cash-out up to forty (40) hours CTO. The City shall pay the employee in March of the following year.

Any employees shall receive overtime pay and shall not have the option of receiving CTO if the overtime work is performed in other than the employee's home index, unless pre-approved by management.

12.10.3 Rotation of Overtime

- (a) **Scheduled:** Management shall offer scheduled overtime to the employee or crew which normally performs the work to be assigned. If such employees are not available, management shall equitably distribute such overtime among permanent employees in the appropriate classification and division.
- (b) **Unscheduled:** Overtime should be equitably distributed and rotated by management among the classification and work unit/division employees who are permanent. If no permanent employees are available, employees on original probation would be called.

The City may, under exceptional circumstances, assign overtime based on special skills of an employee. Such assignments should not impact the equitable distribution.

12.11 Meals During Extended Work Hours

Employees required to continue work, or work overtime, for more than four (4) hours beyond his/her regular quitting time will be provided a meal at the job site at City expense. Normally, the appropriate supervisor will bring a reasonable meal to the job site. If such supervisor is unavailable, each employee may spend up to Eight Dollars (\$8.00) and will be reimbursed promptly upon presentation of a receipt. A meal and break shall be provided for each additional four (4) hour period the work continues.

ARTICLE 13 – OUT-OF-CLASS COMPENSATION

13.1 Definition

Out-of-class compensation will be paid to probationary and permanent employees who have been assigned by their supervisor to perform, on a temporary basis, the duties at a higher classification than their regularly assigned and budgeted position in accordance with established procedures in the Administrative Policies. Out-of-class compensation will be five percent (5%) above the employee's current salary or the first step of the higher classification, whichever is greater.

The term working out-of-class is defined as a management authorized assignment to perform work on a temporary basis wherein significant duties are performed by an employee holding a classification within a lower compensation range. The Employer shall notify employees in advance of making such assign-

ments. The Employer reserves the right to decide when or if an employee will be assigned to work out-of-class in a temporarily or permanently vacated position. No employee has a right to work out-of-class.

Where opportunities for work out-of-class assignments exist, it is the City's preference to make use of qualified bargaining unit employees for such assignments before using temporary or hourly employees, unless operational or fiscal reasons otherwise dictate.

13.2 Qualifying

To qualify for out-of-class pay, an employee must meet the minimum qualifications for the higher classification and must work forty (40) hours in the higher classification performing significant duties (once per employee per classification). Having met the qualifying requirements, an employee shall receive the higher compensation when assigned work in the higher classification in not less than four (4) consecutive hour increments. Public Safety Dispatchers are paid in not less than two (2) consecutive hour increments per the Out-of-Class Policy Addendum dated January 7, 1991.

13.3 Exclusions

Out-of-class compensation will not be paid for vacation or sick leave hours. If an official City holiday occurs during an out-of-class assignment, the employee will continue to receive the higher compensation.

13.4 Rotation

The City agrees to equitably distribute out-of-class opportunities within the appropriate classification and division.

If any out-of-classification assignment that the City chooses to fill (including Acting assignments) is anticipated to last more than thirty (30) calendar days, the selection of the employee for such assignment shall be determined as follows:

- (a) The assignment shall first be offered to employees in the same department as the vacancy, by City-wide seniority, in descending order of the classification series.
- (b) If no one accepts the assignment from the department in which the vacancy occurs, the assignment shall then be offered to all employees city-wide. First choice shall go to employees with highest City-wide seniority in descending order of the classification series, unless a current project or other

operational issues would preclude an employee from being released from his/her home department for such out-of-class assignment.

The denial of a work out-of-class opportunity due to operational issues, as described in (b) above, shall not be appealable under the Grievance Procedure.

If an out-of-class assignment lasts for six (6) months, then it will be rotated again, on the basis described above, at the end of six (6) months.

Employees selected for out-of-class assignments as described above shall go to the bottom of the rotation list after serving in such assignments.

ARTICLE 14 – PROMOTIONS

- 14.1** The City agrees to circulate a memorandum within the City announcing promotional vacancies for which the City will conduct a recruitment, at least two (2) weeks before deciding whether to conduct a closed or open promotional recruitment.
- 14.2** Prior to making the decision of whether to conduct a closed or open promotional recruitment, the City will review and consider all resumes submitted by current employees.
- 14.3** Upon completion of any testing process conducted for an open or closed promotional recruitment, all current City employees who qualify on an eligibility list shall be granted an interview for the position.
- 14.4** Any current employee who is not selected for a promotion will have the opportunity to meet with management to discuss what such employee could do, if anything to improve his/her chances for selection in future promotional processes. In addition, the City will provide the employee an opportunity for career counseling.
- 14.5** Promotional eligibility lists will remain in effect for twelve (12) months; provided, however, that such lists may be extended beyond twelve (12) months at the City's discretion. Lists may be abolished in less than twelve (12) months so long as each current city employee on the list being abolished is given the opportunity for at least one interview in the final thirty (30) days before the list is abolished in each department that has a vacancy that could be filled from the list.

- 14.6** Following implementation of the procedures as set forth in this Article, a management decision regarding selection of an employee for hire is not appealable through the Grievance Procedure.

ARTICLE 15 – STAND-BY AND CALL-BACK

15.1 Duty Program

The City shall establish and maintain a duty program which shall be made a part of this Agreement as Appendix C. If during the term of this Agreement changes in the duty program are necessary, the City shall notify Local 715 and, upon request, provide an opportunity to meet and confer.

15.2 Stand-By

Stand-by is defined as that circumstance which requires an employee assigned by the City to:

- Be ready to respond immediately to a call for service.
- Be readily available at all hours by telephone or other agreed-upon communication equipment.
- Refrain from activities which might impair his/her assigned duties upon call.

With the approval of the City Manager, a Department Head may establish a duty program or assign an employee or employees to stand-by. If, during the term of this Agreement, a new duty program is to be established, the City shall notify Local 715 and, upon request, provide an opportunity to meet and confer.

Effective with the first pay period ending after July 1, 1996, an employee assigned by the City to stand-by shall be compensated at the rate of Forty-Five Dollars (\$45.00) per week day (Monday-Friday) for the sixteen (16) off-duty hours, or Seventy-Five Dollars (\$75.00) per weekend day or holiday for the twenty-four (24) hours of duty each day.

15.3 Call-Back

Call-back work is defined as work required by the City of an employee who, following completion of the employee's work day or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to

perform necessary work. Employees who are called back shall receive a minimum of two (2) hours compensation at time and one-half.

Whenever an employee is called back, the employee shall receive the minimum provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the employee is contacted to report to work and end when the employee is relieved of duty.

15.4 Call-Back While On Stand-By

Employees called back who are receiving Stand-By pay while participating on one of the Duty Programs referenced in Appendix C of this Agreement will receive a minimum of three (3) hours compensation at time and one-half. Such employees shall be entitled to only one minimum call-back per three (3) hour period.

ARTICLE 16 – UNIFORMS, TOOL AND SHOE ALLOWANCES

16.1 Uniforms (Maintenance Unit)

The City shall provide uniforms and laundering of uniforms for employees who are required by the City to wear uniforms in the normal course of employment. The uniform items are not to be used other than while working for the City or while traveling to and from work.

16.1.1 Shirts (Maintenance Unit)

The City shall provide enough rental uniform shirts to ensure five (5) changes per week (or 11 shirts) per employee. The City shall have these shirts laundered and shall arrange for pickup and delivery of shirts at all work locations. Employees shall ensure that their shirts are on-site for pickup.

16.1.2 Equipment Maintenance and Wastewater

Employees in the Equipment Maintenance Division shall be provided rental coveralls and jackets in lieu of uniform pants and shirts. The City shall provide enough coveralls to Equipment Maintenance employees to ensure five (5) changes per week, per employee. For the term of the Agreement, the City shall provide uniform pants, jackets and shirts to Wastewater employees (11 pairs of pants). The City shall continue to provide coveralls to other employees who receive them.

16.1.3 Uniform Shorts (Maintenance Unit)

Employees may wear shorts in place of their regular uniform pants or coveralls but must first review and sign a list of work activity precautions (Maintenance Unit – Uniforms Shorts – Work Activity Precautions) which may place employees who wear uniform shorts at a higher risk of injury. Employees are responsible for recognizing safe working conditions and wearing pants or having coveralls available at the work site when a need arises. Uniform dress shall comply with all manufacturers' specifications and recommendations for the safe use of pesticides and operation of equipment and where hazardous conditions exist. The City will evaluate the uniform shorts policy and list of work activity precautions at least annually.

Employees are responsible for purchasing and maintaining authorized uniform shorts. Employees are required to purchase and maintain the agreed upon complement of uniform pants as stated in Section 16.1.4 – Allowance. Uniform shorts are not provided by the City and are not considered part of the annual clothing allowance of Three Hundred Dollars (\$300).

16.1.4 Clothing/Shoe Allowances

Each July, the City will provide an annual clothing allowance of Three Hundred Dollars (\$300) for the purchase, cleaning and maintenance of pants and jackets. Pants shall be long and a dark color. This allowance shall be pro-rated for permanent part-time employees.

Each July the City will pay an annual shoe allowance of One Hundred Seventy-Five Dollars (\$175) per year to employees who, as a condition of employment, are required to wear safety shoes. This allowance can be used to purchase or resole employee safety shoes.

16.1.5 Colors

The color of the shirts will be as follows:

- Public Services (Facilities, Fleet, Meter, Pumps and Wells) – Blue or light blue shirt and light blue T-shirt (7).
- Public Services (all others) and Parks, Central El Camino Crew and Equipment Operators – Orange shirt and T-shirt (7).

- Community Services (all others) – Tan shirt and T-shirt (7)
- Finance and Administrative Services – Dark blue shirt and T-shirt (7)

Employees may wear a T-shirt previously issued by the City.

16.1.6 Appearance

Employees shall be responsible for ensuring that uniforms are maintained and work in a neat and professional manner. Supervisors shall be responsible for ensuring that employees maintain a proper appearance and take appropriate actions as required.

16.1.7 Usage

The uniform items are not to be used other than while working for the City or while traveling to and from work.

16.2 Tool Reimbursement/Provision

Effective July 1, 2000, the City shall reimburse Fleet Services employees who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools which the employee selects to purchase, or for tools required to be added to the inventory in order to perform his/her duties. Reimbursement will be made once per fiscal year in June. The maximum amount for reimbursement by the City is Eight Hundred Seventy-Five Dollars (\$875) per fiscal year. The reimbursement shall be administered in accordance with Departmental policy.

Effective July 1, 2001, the City shall reimburse Fleet Services employees who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools which the employee selects to purchase, or for tools required to be added to the inventory in order to perform his/her duties. Reimbursement will be made once per fiscal year in June. The maximum amount for reimbursement by the City is One Thousand Dollars (\$1,000) per fiscal year. The reimbursement shall be administered in accordance with Departmental policy.

The City shall provide the necessary tools and equipment required for employees to perform their duties. Employees will review needs for tools and equipment with the Department Head on an as-needed basis.

ARTICLE 17 – TUITION REIMBURSEMENT

17.1 Program

The Tuition Reimbursement program is intended to assist employees attending accredited college courses or closely related approved training courses which directly or indirectly relate to their current duties and increase their value to the City by reimbursing them for all or part of incurred costs of tuition, fees, required texts and certain course supplies.

Employees are eligible for reimbursement only upon the condition that they are not receiving payment from any other governmental jurisdiction, including Veterans Education Assistance and Law Enforcement Assistance Acts. If an employee terminates before reimbursement is made by the City, the City shall not complete action and pay the claim, even if the employee has already completed and paid for the course/training.

17.2 Reimbursement

The City will reimburse qualified employees up to Seven Hundred Fifty Dollars (\$750) per fiscal year for successfully completing courses in accordance with the Administrative Policies of the City.

One hundred percent (100%) reimbursement claims, up to a maximum of Seven Hundred Fifty Dollars (\$750) per fiscal year, for all permanent employees. This type of claim is for employees who successfully complete accredited college courses which directly relate to their present duties with a grade of "C" or better (where applicable), or employees who successfully complete job-related approved training courses, or employees who successfully complete general education courses toward a job-related degree with a grade of "C" (where applicable) or better. It is the employee's responsibility to demonstrate the applicability of these general education courses and the relationship of the degree to his/her present duties. Approval of applicability of the class must be obtained prior to enrollment.

Fifty percent (50%) reimbursement claims up to a maximum of Seven Hundred Fifty Dollars (\$750) per fiscal year for all permanent employees. This type of claim is for employees who successfully complete accredited college courses which are not directly related to present duties but are of general value to the City with a grade of "C" or better (where applicable).

17.3 Part-Time

Permanent part-time employees receive a prorated portion of Seven Hundred Fifty Dollars (\$750), depending upon their budgeted position.

17.4 Fiscal Year

Claims submission for training in one fiscal year cannot be submitted in the following fiscal year in order to obtain more than the authorized amount for one year's training.

17.5 Books and Supplies

Required texts are those specifically required for the course, and do not include supplemental or recommended books. Required supplies are those specific items required for course work.

ARTICLE 18 – CERTIFICATION RECOGNITION PAYMENT (CRP)

This program is intended to provide incentive for City employees to obtain and maintain "certification of expertise" in the various disciplines required by their job class specifications.

Those classifications that are eligible for this benefit are as follows:

Utility Systems:	Utility Systems Technician Senior Utility Systems Technician Telemetry Technician Utility Systems Specialists
Water Distribution:	Utility Worker I Water Utility Worker II Water Utility Worker III Utilities Inspector Locator Water Quality Technician
Wastewater:	Utility Worker I Wastewater Utility Worker II Wastewater Utility Worker III

Meter Services:	Meter Services Worker I/II Meter Services Worker III Cross Connection Control Specialist
Fleet Services:	Equipment Mechanic I/II/III
Landfill Postclosure:	Landfill Systems Operator Senior Landfill Systems Operator
Parks:	Parks Maintenance Worker II/III Tree Trimmer II/III
Public Works:	Public Works Inspector I/II Senior Public Works Inspector
Building and Fire:	Building Inspector I/II Senior Building Inspector
Fire:	Public Safety Dispatcher I/II Lead Public Safety Dispatcher Water Environment Specialist Urban Runoff Coordinator

The City will provide a Certification Recognition Payment (CRP) for possession of job related certifications with approval of the Employee Services Director and the Department Head based on the following guidelines:

- Payment of Twenty-Five Dollars (\$25) per month (\$11.50 biweekly) will be made for one certification above the minimum job class specifications requirement.
- Payment of Fifty Dollars (\$50) per month (\$23 biweekly) will be made for two or more certificates above the minimum job class specification requirement.
- Payment to an employee shall not exceed Fifty Dollars (\$50) per month.
- Possession of certifications identified as "recommended," "highly desirable" or "preferred" in the official class specification or where there is no minimum certification requirement will qualify an individual for CRP.
- Certifications must be maintained in an active status.
- If the employee leaves the position in which he/she is receiving CRP, eligibility will be reevaluated to ensure continued payment is appropriate. If not, the

employee will receive advance notice of the termination of this payment. Termination of this payment is not grievable.

Eligibility: The City and SEIU agree to form a Committee to determine eligibility for this payment. The Committee shall be comprised of representatives from the affected employee groups, and management representatives, as well as one representative from SEIU. The Committee will be responsible for identifying the positions; determining the appropriate minimum certification requirements by position; listing the certifications held by the employee; and obtaining authorization signatures from the appropriate Department Head and Employee Services Director. The Committee's goal is to complete this review no later than June 30, 2001.

ARTICLE 19 – RECLASSIFICATION/MODIFIED WORK

19.1 Individual Requests

Annually, an employee or his/her representative may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and classification description. The request must contain justification and may be made only during the period of July 1 through November 1. The request shall be submitted to the Department Head for review. Following his/her review, the Department Head shall submit the request to Employee Services for analysis. The Employee Services Department will submit the analysis and recommendation to the City Manager for review. The Employee Services Director will respond to such requests in a timely manner. If meetings are held, the employee may request representation. Appendix D outlines the City's reclassification process and procedures.

19.2 Modified Work Assignment

The City will make every reasonable effort to accommodate employees who are injured or ill (whether from industrial or non-industrial causes) by evaluating the possibility of a modified work assignment until the employee is fully recovered or leaves employment. Such modified assignments will be based on the City's determination that there is appropriate work to be performed, the employee's physical ability to perform, the employee's qualifications, the needs of the City, the ability to provide adequate supervision, budgetary constraints and such other operational or fiscal concerns that the City may have.

The Risk Manager or Department Head will evaluate the possibility of modified work assignments in the employee's Department and in other City Departments, subject to the criteria listed above.

The City is not required to create additional positions to accommodate an employee under this section. A modified work assignment appropriate to medical condition cannot be declined.

19.3 Career Development Opportunity

On a voluntary basis, employees in Community Services and Public Services Departments may, within their respective departments, trade positions for a period of up to six (6) months. The position trade will be arranged by the supervisor with approval by the Department Head. Position trades will be for the purpose of gaining experience in a different field and enhancing the employee's skill bank. It is understood that any trade must be strictly voluntary.

ARTICLE 20-SAFETY AND HEALTH

20.1 City Duty

The City recognizes its responsibility to provide and maintain a safe and healthful work environment and to comply with Cal-OSHA and legal requirements. The City shall not require, under any circumstances, employees to perform work which is not in accordance with all such legal mandates.

20.2 Employee Duty

It is the responsibility of all employees to follow safe work practices. Employees shall bring unsafe conditions to the attention of either his or her Supervisor and/or the Safety and Training Manager. Employees can communicate a hazardous condition without fear of reprisal.

20.3 Safety Committee

- (a) There will be two (2) safety committees; one Maintenance and Operations, and the other Clerical/Technical. Each committee will be comprised of a cross-section of employees, including at least one Department Head, and will include two co-chairs: one representing management and one elected by the SEIU members. The Safety and Training Manager shall provide technical support and guidance to the committee, and will develop meeting agendas and minutes. The co-chairs will help plan and conduct the meetings and assist the Safety and Training Manager on follow-up matters. The Committee structure will be evaluated by the City and SEIU after a period of six (6) months, and thereafter at the request of either party.

- (b) Each committee shall meet monthly and will be responsible for the review, discussion and recommendations of all matters concerning safety and health, including but not limited to accident investigations, safety surveys, job site inspections, and safety audits. Each committee shall work to problem solve and formulate recommendations to the appropriate department heads and City Manager as necessary. Minutes shall be taken by a clerical support staff during each meeting and will be distributed to all department employees and posted in a conspicuous location(s). The City will grant paid release time to employees participating in Safety Committee meetings.
- (c) SEIU Local 715 may appoint up to four (4) Clerical/Technical Unit members who shall be granted release time to attend City-wide Safety Committee meetings.

20.4 Hazardous Materials Training

City shall comply with all legal requirements for hazardous materials safety and training and provide paid release time for the Safety Steward as necessary.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 Purpose

The following procedure is intended to be the exclusive remedy for resolving grievances, as defined below, and replaces the Appeals Procedures in the City of Mountain View's Personnel Rules and Regulations.

The City and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Union grievances as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination, retaliation or reprisal.

21.2 Definition, Scope and Right to File

A grievance may be filed by an individual employee, or jointly by a group of employees, or by the Union on behalf of an employee(s) who is otherwise eligible to file a grievance.

Should a decision not be rendered within the stipulated time limit, the aggrieved employee may immediately appeal to the next step of this procedure. A grievance may be considered settled if the decision at any level is not appealed within

the specified time limit. (A summary of the Grievance Procedure and applicable time requirements is attached as Appendix E.)

All grievances shall be filed in accordance with this procedure. A grievance is defined as any dispute involving the interpretation, application or alleged violation of:

- (a) The current Memorandum of Understanding between the City and Local 715, SEIU.
- (b) The City's Personnel Rules and Regulations.
- (c) An infringement of an employee's personal rights, such as discrimination, harassment or the capricious use of supervisory or management authority.
- (d) A dispute involving any disciplinary action taken against a permanent or probationary promotional employee (as used in this Article, discipline is defined as any dismissal, suspension, demotion, salary decrease or loss of an individual's extra compensation opportunities for a prospective period of time).
- (e) Performance evaluations resulting in a step decrease.

The following matters are specifically excluded from consideration under the Grievance Procedure:

- The determination of the contents of job classifications;
- The determination of procedures and standards of selection for employment or promotion;
- Items which require a capital expenditure;
- Items subject to the Meet and Confer process as defined in the California Government Code;
- All City rights specified in this Agreement and in the City's Employer-Employee Relations Resolution;
- The release of an employee during his/ her original probation period;
- Performance evaluations resulting in the non-award of a scheduled step increase.

The content of documented oral counselings, written reprimands/warnings and performance evaluations are not grievable, but may be appealed directly to the Department Head and subsequently to the Employee Services Director. An employee who wishes to appeal one of the above written documents must follow the procedures and timelines as described in Sections 21.4 and 21.5 below. The decision of the Employee Services Director shall be final.

21.3 Step 1 – Informal Grievance Procedure

Within twenty (20) calendar days of discovery of an event giving rise to a dispute, the employee and/or the employee representative shall present the dispute informally to the supervisor, section manager or division manager as appropriate. Where the dispute involves the relationship with the supervisor, it may be submitted to the next higher level of supervision. The employee and the supervisor or manager have a mutual responsibility to make a good-faith effort to resolve the matter at the lowest possible level. The supervisor or manager shall respond to the employee within twenty (20) calendar days of the informal meeting with the employee and/or employee representative.

Presentation of an informal grievance shall be necessary prior to filing of a Formal Grievance.

21.4 Step 2 – Formal Grievance Procedure

If the employee believes that the issue in dispute was not resolved informally, a formal grievance may be filed with the Department Head within twenty (20) calendar days from the employee's receipt of the decision of the supervisor or manager. A formal grievance shall only be initiated in writing and shall contain information which:

- (a) Identifies the aggrieved.
- (b) Specifies the nature of the grievance, including a description of the time and place of relevant events.
- (c) Delineates the article(s) of the procedure(s) alleged to have been violated, improperly interpreted, applied or misapplied.
- (d) Describes the corrected action desired.
- (e) Gives the name of the employee representative.

Within twenty (20) calendar days after receipt of the written grievance, the Department Head or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary and render a decision in writing.

21.5 Step 3 – Employee Services Review

If the decision of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the employee or his or her representative may request a review by the Employee Services Director. The request for the meeting shall be made in writing within twenty (20) calendar days of receipt of the decision of the Department Head or designee.

Within twenty (20) calendar days after the request for review, the Employee Services Director or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary and render a decision in writing.

21.6 Step 4 – Appeals Board

If the decision of the Employee Services Director or designee does not resolve the dispute to the satisfaction of the employee, the employee or his or her representative may request a hearing before a formal Appeals Board. The request for the meeting shall be made in writing within twenty (20) calendar days of receipt of the decision of the Employee Services Director or designee.

21.7 Appointment of Appeals Board

Upon receipt of an appeal by the Employee Services Director, an Appeals Board shall be formed. Within twenty (20) calendar days following the receipt of the appeal, the City Manager or designee shall appoint two (2) representatives to the Appeals Board, and the appellant shall appoint two (2) representatives to the Appeals Board. No Appeals Board representative shall be an employee of the same department as the appellant, but all four (4) appointed representatives must be employees of the City. The parties shall, concurrently with the appointment process, mutually agree to the selection of one non-City employee to serve as a fifth voting member and chairperson of the Appeals Board. If the parties cannot agree on the fifth voting member, the fifth member shall be appointed by the State Mediator's Office. The names of all five members of the Appeals Board shall be received by the Employee Services Director or designee no later than twenty (20) calendar days following his/her receipt of the appeal. If either the City Manager or designee or the appellant fail to appoint within this time, then, in that event, the Employee Services Director shall, upon notice to the delinquent

party, appoint employees to any vacant Appeals Board positions. Requests for a time extension shall be mutually agreed upon by both parties. All time extension requests shall be made in writing.

21.8 Date of Hearing – Notice

Immediately after receiving the names of the members of the Appeals Board, the Employee Services Director shall set a date for the Appeals Board to hold a hearing on the matter of appeal. Such a hearing shall be held no later than twenty-five (25) calendar days following the naming of the Appeals board, unless a later date is agreed to by the appellant or it is not reasonably possible to convene the Appeals board within that twenty-five (25) calendar days, taking into consideration the time necessary for all parties to prepare the matter for a hearing. The Employee Services Director shall, immediately upon the selection of a hearing date, give written notice of the date, location and time of the hearing and identify the Appeals Board members to the appellant, the department head and other appropriate persons from whose action the appeal is made.

21.9 Hearing

- (a) At the date and time and place specified, the Appeals Board shall conduct a hearing on the appeal filed.
- (b) Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused from answering questions and supplying information except upon claim of constitutional privilege.
- (c) Upon conclusion of the hearing, the Appeals Board shall certify its findings and recommendations within fifteen (15) calendar days to the City Manager with copies to the Employee Services Director, appropriate department head and appellant.
- (d) In the event of absence, illness or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the appeal procedure or deprive any employee of the right to a hearing. Rather, the hearing shall be continued by the Employee Services Director from time to time until a majority of the Appeals Board is present.

21.10 City Manager Review

The City Manager shall review the findings and recommendations of the Appeals Board and shall, within fifteen (15) calendar days following the receipt

of the recommendation from the Appeals Board, affirm, revoke or modify the action taken. The City Manager's decision shall be final.

21.11 Probationary

The Employee Services Director shall review the dismissal of a probationary employee.

ARTICLE 22 – EMPLOYEE/MANAGEMENT COMMITTEE

22.1 Committee Members

A Joint Committee consisting of representatives from the City (at least one from Employee Services) and up to five (5) representatives from Local 715, shall meet monthly for the purpose of discussing issues of mutual concern and interest. The purpose of meeting will be to maintain open lines of communication between the parties. Participation on this Committee shall not relieve either party of their obligation to meet and confer over an issue or matter that is the proper subject for meet and confer unless both parties mutually agree.

22.2 Location/Agenda

The parties shall mutually agree on the date, time and place of the meetings. Not less than five (5) working days prior to the meeting, the parties shall exchange a list of subjects, issues, or matters and that combined list shall be the agenda of the meeting. Representatives for both parties may be rotated so as to provide participation from individuals directly involved or concerned with the issue being discussed. The City will provide a note-taker and will post monthly meeting minutes on Local 715 bulletin boards.

ARTICLE 23 – PROVISIONS OF LAW

This Agreement is subject to all current and future applicable Federal, and State laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable laws, or regulation, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this Agreement shall not be affected thereby. The parties shall then enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 24 – FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 24.1** This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 24.2** Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or during the term of this Agreement unless mutually agreed to by both parties.
- 24.3** No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties.
- 24.4** In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of meet and confer, and an action is proposed by the City, Local 715 shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the City reserves the right to take necessary action by management direction.
- 24.5** Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify Local 715 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.
- 24.6** The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 25 – CONCERTED ACTIVITIES

- 25.1** It is agreed that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Local 715 or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity. It is further agreed that during the term of this agreement the City will not lock-out employees.

- 25.2** Local 715 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 25.3** In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Local 715, the Local 715 agrees in good faith to take all necessary steps to cause those employees to cease such action. Failure of the Local 715 to take all necessary steps may result in the termination of Membership dues and such other deductions for Local 715 by the City.
- 25.4** It is agreed that any employees violating this Article may be subject to discipline up to and including termination by the City.

ARTICLE 26 – REDUCTION IN FORCE (LAYOFF) POLICY

26.1 Purpose

To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material change in duties or organization, or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with SEIU Local 715 to discuss alternatives to layoff.

26.2 Policy

26.2.1 Order of Layoff

When one or more employees in the same classification in a City department are to be laid off, the order of layoff shall be as follows:

1. Provisional employees in inverse order of seniority.
2. Probationary employees in inverse order of seniority.
3. Permanent employees in inverse order of seniority.

Should two or more employees in the same classification, with the same status (1, 2, 3) above, have equal seniority, the order of layoff shall be determined by performance as documented by the employee's performance evaluations. When there is clearly a difference in performance, performance will be the deciding factor in determining the order of layoff.

Any grievance initiated herein will begin at Step 2 of the Grievance Procedure.

26.2.2 Definition of Seniority

For the purpose of this reduction in force (layoff) policy, seniority is defined as the length of total paid employment in the City of Mountain View in a permanent or permanent part-time position as a regular employee. Time served as a probationary employee and/or as a provisional employee in a permanent position shall be included in determining seniority. Seniority shall be retained but not accrued during any approved unpaid Leave of Absence. Time served as an hourly employee shall not be included in determining seniority.

Time served as a permanent part-time employee will be converted to a full-time equivalent for purposes of determining seniority (for example: A 10-year permanent half-time employee's service would be converted to the equivalent of 5 years of service).

If an employee with five (5) or more years of service with the City of Mountain View terminates from City service and returns within one (1) year from the date of separation, previous years of service with the City will be counted toward seniority for the purposes of layoff only. This provision will apply only prospectively from the date this policy is effective.

26.2.3 Notification of Layoff

Employees to be laid off shall be given written notification of such action at least thirty (30) calendar days before the effective date of the layoff. Within fifteen (15) calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section D (Reassignment) or Section E (Displacement).

26.2.4 Reassignment

In lieu of layoff, the City may offer employees whose positions are subject to elimination, the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience and training for that position or a demonstrated ability to perform the job duties.

26.2.5 Displacement (Bumping)

A City employee shall be allowed to return to: (a) a lateral or lower classification in his/her current department provided the employee previously held permanent status in that classification in the City of Mountain View; or (b) a lateral or lower classification in another department in which the employee previously held permanent status, provided that the employee served no less than six (6) months in that classification in that department in the City of Mountain View. However, if a lateral position exists in the employee's current department, he/she must bump into that position rather than choose to bump into the same lateral position in another department.

In both (a) and (b), the employee must have more total seniority in the lateral/lower classification and in higher classifications than the least senior employee in that classification in the department in question.

- The employee shall only have the right to displace: (a) if there are no vacancies that the employee is qualified to fill at the same level per Section D; and (b) if there are no vacancies in a lateral/lower classification into which the employee is otherwise qualified to displace per this policy.
- Employees can only displace (bump) other employees if the employee is fully qualified and capable of performing all of the work in the new position/classification as determined by the appointing Department Head and Employee Services Director.

The term "flexibly staffed" positions are those specific designated positions within a City of Mountain View classification series containing an entry and/or an intermediate and/or a journey level and which can be filled at any of those levels. Time served in a designated flexibly staffed position shall be counted as time served in one position for the purpose of displacement and for determining seniority in Section A.

26.2.6 Reinstatement to Reemployment Eligibility List

Any City employee laid off shall be eligible to request to be reinstated according to provisions and timelines outlined in Sections 4.01(2) and 7.11 of the City of Mountain View Personnel Rules and Regulations, except that the employee will be eligible for all benefits acquired by the employee prior to the layoff. Such benefits include prior sick leave accruals (provided the employee did not receive cash payment in lieu of

same) and vacation accrual rate and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff (except as provided to other terminated employees under current City policy).

26.3 Severance

The City will make a good-faith effort to continue with past severance package offered in Fiscal Year 1992-93, but if unable to do so financially, the package could be modified or eliminated by the City at any time without obligation to meet and confer. The Fiscal Year 1992-93 package consisted of four (4) months' continued employment or two (2) months' paid administrative leave at the employee's option and waiving deferred compensation vesting requirements. Also included was membership in the Career Action Center, assistance with resumes and letters of reference.

26.4 Avoid Layoffs

During the term of this Agreement, the City will make its best effort to avoid layoffs in the bargaining unit through use of its early retirement programs (when available) and other means to be discussed between Local 715 and the City.

ARTICLE 27 – AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- 27.1** The City's principal authorized agent shall be the Employee Services Director or duly authorized representative. Address/Telephone:

Employee Services Director
City of Mountain View
Employee Services Department
P.O. Box 7540
Mountain View, California 94039
(650) 903-6309

- 27.2** Local 715's principal authorized agent shall be the Worksite Organizer or duly authorized representative for the Service Employees International Union, AFL-CIO, Local 715. Address/Telephone:

Worksite Organizer
Service Employees International Union, AFL-CIO, Local 715
891 Marshall Street
Redwood City, California 94063
(650) 365-8715

ARTICLE 28 – IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until ratified by the membership Service Employees International Union, AFL-CIO, Local 715, and unless and until the City Council of the City of Mountain View acts, by majority vote, formally to approve this Memorandum of Understanding; appropriates the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding; and take any other action required.

ARTICLE 29 – TERM OF AGREEMENT

- 29.1** This Agreement shall be effective upon approval by the City Council. This Agreement is for a period of three (3) years and shall terminate on June 30, 2003; except that it shall continue from year to year thereafter, unless and until either party fulfills the requirements outlined below.
- 29.2** In the event either party desires to negotiate a successor Agreement, such party shall serve upon the other after March 1 of the last year in the term of this Agreement, its written notice to commence negotiations.
- 29.3** Negotiations shall begin no later than 30 days from the timely receipt by one party, of the other party's notice to commence negotiations.
- 29.4** **Benchmark Surveys**

Prior to the start of meeting and conferring on a successor memorandum of understanding, the parties agree to meet and discuss the surveying of comparable agencies for use in meeting and conferring. The parties agree to discuss (1) what methodology to use in conducting the survey; (2) what agencies to survey; (3) which positions to utilize as benchmarks; (4) what information to

seek from the agencies being surveyed and (5) any disagreements about the accuracy of the information collected.

The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted below.

**Service Employees International
Union, AFL-CIO, Local 715**

City of Mountain View

Date: _____

Date: _____

APPENDIX A

SEIU UNIT CLASSIFICATIONS

*Maintenance Classifications

Account Clerk I
Account Clerk II
Accounting Technician
*Assistant Greenskeeper
Building Inspector I
Building Inspector II
Code Enforcement Officer
*Cross-Connection Control Specialist
Customer Service Representative
*Customer Service Technician
Engineering Assistant I
Engineering Assistant II
Engineering Assistant III
Environmental Compliance Specialist
*Equipment Mechanic I
*Equipment Mechanic II
*Equipment Mechanic III
*Equipment Service Worker
Executive Assistant
*Facilities Maintenance I
*Facilities Maintenance II
*Facilities Maintenance III
*Golf Course Equipment Mechanic
*Greenskeeper I
*Greenskeeper II
*Heavy Equipment Operator
*Heavy Equipment Specialist
*HVAC Technician
*Irrigation Technician
*Landfill Systems Operator
Lead Public Safety Dispatcher
Lighting and Traffic Technician
*Meter Service Worker I
*Meter Service Worker II
*Meter Service Worker III
Office Assistant I
Office Assistant II

Office Assistant III
*Parks Maintenance Worker I
*Parks Maintenance Worker II
*Parks Maintenance Worker III
Permit Technician
Program Assistant
Public Safety Dispatcher I
Public Safety Dispatcher II
Public Works Inspector I
Public Works Inspector II
*Recreation Services Worker
Secretary
Senior Building Inspector
*Senior Greenskeeper
*Senior Landfill Systems Operator
Senior Public Works Inspector
*Senior Utilities Systems Technician
Storekeeper/Buyer
*Street Maintenance Worker I
*Street Maintenance Worker II
*Street Maintenance Worker III
*Streetsweeper Operator
*Telemetry Technician
*Tree Trimmer I
*Tree Trimmer II
*Tree Trimmer III
Urban Runoff Coordinator
*Utilities Inspector Locator
*Utilities Systems Specialist
*Utilities Systems Technician
*Utilities Worker I
*Warehouse Worker
*Waste Water Utility Worker II
*Waste Water Utility Worker III
Water Environment Specialist
*Water Quality Technician
*Water Utility Worker II

*Water Utility Worker III

APPENDIX A

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EXCEPTIONS: CONFIDENTIAL POSITIONS

Account Clerk I/II (Finance-Payroll)

Accounting Technician (Finance-Payroll, Community Services-Golf Course)

Office Assistant I/ II (Employee Services, City Attorney, City Clerk)

Program Assistant (Finance, Risk Management)

Secretary (City Manager, City Clerk, City Attorney, Employee Services)

Executive Assistant (City Manager, City Attorney, Employee Services, Finance)

Document Processing Operator I/II/III

Copy Center Technician

Support Services Assistant

Computer Operator

Deputy City Clerk

APPENDIX C DUTY PROGRAM ORGANIZATION

Purpose

The purpose of Duty Program is to ensure that water, wastewater and landfill gas and condensate recovery systems and infrastructures are monitored and operating at a consistently high level at all times.

Employees assigned to the Duty Program perform highly skilled maintenance, repair and installation work. Employees working in this Program are expected to be fully trained in all procedures related to the assigned area of responsibility and effectively perform these duties typically without supervision.

The City is committed to providing the necessary support and training to help employees participate on the Duty Program.

The following describes the composition of each Duty Program and the general functions to be performed by program participants. Duty Program participants and the Duty Program Supervisor will meet as necessary to review the overall effectiveness of the program. If the City proposes to add, delete or otherwise change the primary and secondary functions of any program, upon the request of either party, the City and Union will meet and confer regarding such proposals.

Water Duty Program: Supervised by the Water Distribution Supervisor. Comprised of Utility Section personnel. There will be a maximum of six (6) employees and minimum of three (3) employees assigned to this Program.

1. **Function:** To provide coverage for the City's water systems, as necessary, to assist the Wastewater Duty Personnel and/or Utility Systems Duty Personnel.
2. To respond to water customer complaints, such as no water, dirty water, leaks, knocked down hydrants, and service turn-ons and offs.

Wastewater Program: Supervised by the Wastewater Supervisor. Comprised of Utility Section personnel. There will be a maximum of six (6) employees and a minimum of three (3) employees assigned to this Program.

1. **Function:** To provide coverage for the City's wastewater and storm water systems. As necessary to assist Water Duty personnel and/or Utility Systems personnel.

2. To respond to sewer related customer complaints, such as a sewer backup, sewer odors, and sewer main and storm water backup.
3. To respond to road hazards and downed trees; place barriers for Police and Fire Departments, and other Utilities or Utilities-related problems.

Utility Systems Duty Program: Supervised by the Utility Systems Supervisor. Comprised of Utility Section personnel. There will be a maximum of six (6) employees and a minimum of three (3) employees assigned to this Program.

1. **Function:** To respond to Utility alarms from the telemetry or SCADA and/or Fire Department after hours. To provide technical expertise in performing emergency repairs to electrical control systems, mechanical equipment, hydraulic control valves, pump control valves and various related instruments and equipment. Assist Water and Wastewater duty personnel with confined space entry program.

Postclosure/Landfill Duty Program: Supervised by the Postclosure Supervisor. Comprised of Postclosure personnel. There will be a maximum of six (6) and a minimum of three (3) employees assigned to the program.

1. **Function:** To provide for emergency coverage for the City's Flare Station and air compressor stations, landfill gas and condensate recovery systems. Respond to alarms from the telemetry system and/or Fire Department requests after normal business hours. To correct the operations of the critical landfill gas and condensate recovery and alarm systems as necessary. Log landfill recovery and Flare Station functions/operations.

DUTY PROGRAM QUALIFICATIONS

General Qualifications:

- No one may participate in more than one (1) Duty Program at a time.
- If agreed to by SEIU and the City, additional requirements may be established for individual programs.
- **Performance Standards:** Employees assigned to the Duty Program must consistently meet all general employee performance standards and achieve employee objectives as set forth in their performance evaluation. Employees that fall below an acceptable level of performance in his/her assigned job classification will be subject to disciplinary action as set forth in the City's Personnel Rules and Regulations.

At all times, all Duty Program participants will be expected to:

1. Exercise good judgment as it relates to their profession.
2. Remain respectful and courteous to the customer.
3. Read and comprehend 701 maps and related schematics or diagrams.
4. Produce accurate and comprehensive reports of activities while on Duty.
5. Complete all Duty Program-related paperwork while on Duty.
6. Understand limits and responsibilities of City to provide appropriate services.
7. Understand easement and property line restrictions and locations as it pertains to the Utilities.
8. Differentiate between City responsibility and other agency or homeowner responsibility (i.e., California water versus City water, City cleanout versus private cleanout, public right-of-way versus private right-of-way or street).
9. Possess appropriate knowledge of systems operated and maintained in the programs in which participants are assigned.
10. Abide by all Duty Program rules.

Specific Qualifying Requirements:

- **Water**

Employees must possess a State of California Health Department Grade I Water Distribution Certificate. All participants must possess a valid Class B California driver's license and be certified to wear a half mask respirator. CPR/First-Aid training is required.

- **Wastewater**

Employees must possess a CWEA Collection System Grade II Certificate. All participants who are duty employees in the Work Group must possess a valid Class A California driver's license and a tanker endorsement. Participants who cross over Section lines must possess a valid Class A California driver's license and a tanker endorsement. All participants must comply with the respiratory protection program. CPR/First-Aid training is required.

(A side letter will be issued to currently employed Wastewater Section Duty Program participants needing additional time to obtain required CWEA Collection System Grade II Certificate. There will be no time constraints mandated for obtaining certification – only that the employees continuously study and test for the certification. At a minimum, the employee will take the CWEA test once per year. The City will provide a comprehensive course of study.)

- **Utility Systems**

Employees must have a Grade I Water Treatment Operator's License and a Grade I CWEA Collection Systems Certificate. All participants must possess a valid Class C California driver's license and comply with the respiratory protection program. CPR/First-Aid Training is required.

(A side letter will be issued to currently employed Utilities Section Duty Program participants needing additional time to obtain required Grade I CWEA Collections Systems certification. There will be no time constraints mandated for obtaining certification – only that the employees continuously study and test for the certification. At a minimum, the employee will take the CWEA test once per year. The City will provide a comprehensive course of study.)

- **Postclosure/Landfill**

All participants must possess experience in postclosure landfill operations and have knowledge of all landfill gas systems to be operated and maintained, flare station training requirements, emergency response training and regulatory compliance issues. All participants must possess a Manager of Landfill Operations (MOLO) certificate, a valid Class C California driver's license and are required to have Hazwoper training, CPR/First-Aid training, and to be compliant with the respiratory program.

(A side letter will be issued to currently employed Postclosure/Landfill Duty Program participants needing additional time to obtain the newly required MOLO certification. There will be no time constraints mandated for obtaining certification – only that the employees continuously study and test for the certification. At a minimum, the employee will take the MOLO test once per year. The City will provide comprehensive course of study.)

Duty Program Enrollment Process:

To participate in any Duty Program (including crossing over section lines), both new hires and current City employees must have experience in the specific discipline,

possess the required certification and receive clearance to participate from the section supervisor.

Should unusual circumstances develop related to the minimum number of participants in any Duty Program, the section supervisor or manager shall have the authority to assign appropriate staff to the Duty Programs.

Duty Program Sign-Up Schedule:

- There will be a window period for employees to sign up for vacant Duty Program slots annually from December 1 through December 31. After the closing date, qualified employees will be selected by seniority.
- Employees not selected during the initial window period will be placed on a waiting list by seniority. Employees who sign up during subsequent window periods will also be placed on the waiting list by seniority but below employees already on the waiting list. Future Duty Program vacancies will be filled from this list.
- If the list becomes exhausted and further vacancies occur, the City will again solicit interest during a window period and fill the vacancies as described above.
- Seniority is defined as seniority within the Utilities Division or within the Streets/Landfill Division.

Dispatching Appropriate Duty Person

Many times calls are received of running water on the streets. The dispatcher receiving such a call should ask the following question of the reporting party: Is water coming out of a manhole or out of a storm drain? If the answer is yes, the Waste Water Duty Person should be called out. If it cannot be determined, the Water Duty Person should be called out. All other nonwater-related calls should be given to the Waste Water Duty Person.

If unable to reach the on-call duty person, immediately contact the appropriate supervisor. If the supervisor is not available, call out the next Duty Person on the list from the appropriate division. The other Duty Person will continue to fill in until a replacement can be assigned. Communications should continue calling the supervisor until contact is made.

Duty Program Rules

1. Duty Person must respond in an approved City Utilities uniform. The Duty Person will be assigned to a utility truck (to take home) for use when responding to complaints.
2. Duty Person must have a home telephone and must be either at his/her home telephone or on the air--responding to a call--while on duty. He/she is being paid to be immediately available to calls for emergency response from Mountain View Communications. Handheld radios will be available to the Duty Person.

Duty Person must be absolutely sure that Communications knows where to reach him/her.

3. Duty truck is a City vehicle and is not to be used by the Duty Person for personal errands.
4. No riders are allowed in the duty truck. This includes your family and fellow City employees. If you normally carpool to work, your pool partners will have to make other arrangements for transportation during the week you are on duty.
5. When you receive a call for emergency response, you should be 10-8, on the road, within fifteen (15) minutes of the call. Response time from 10-8 should be thirty (30) minutes.
6. Duty person is paid \$45/weeknight – \$75/weekend standby. Overtime is paid to the nearest thirty (30) minutes (.50 hour). Overtime is paid as follows:

If, on leaving work at 3:30 p.m., there is a need for your services, you do not receive a minimum time since it is a continuation of your working day. You do receive overtime, only for the actual time you spent on the response.

Separate call-outs are measured from the time you go 10-10 (out of service at home) except as provided below. When you are 10-10, and you get a call, you receive three (3) hour minimum overtime pay. If you receive a second, third, or more calls within the three (3) hour minimum period, you receive overtime for actual time spent on the response and not an additional minimum three (3) hours of overtime, regardless of whether you have gone 10-10. Any call you received should be reported separately on your overtime sheet (so they can be properly charged out), but will be overtime for actual time spent on the response at overtime rates. If you have gone 10-10 and more than three (3) hours have elapsed since the call that triggered the three (3) hour minimum pay, then you are entitled to another three (3) hour minimum.

If you receive a call at 6:30 a.m. and begin your regular work shift at 7:00 a.m., you are entitled to your three (3) hour minimum pay.

Nothing herein shall change existing pay practices regarding call-back of employees not on the Duty Program.

7. The Duty Person should call for help when the response requires more than one hour of actual effort or is beyond his/her capability to handle. This should work as follows:

When a call is received, the Duty Person should respond, investigate and handle, using proper equipment that is necessary. If it will take more than an hour of actual work time, he/she should have Mountain View Communications contact the other Duty Person for assistance. If a crew is needed to handle the problem--advise Mountain View Communications to contact the appropriate Supervisor and stand by that location if necessary until the Supervisor or crew arrives. The Duty Person must be available to handle other emergency responses should they occur. The Duty Person should never leave a situation that is a hazard to public safety.

If the Duty Person is becoming swamped with urgent emergency calls—even though they can be handled within one hour each—he/she should call the other Duty Person and/or Supervisor if necessary for assistance.

8. A Duty Person schedule will be published every four months and a duty program meeting will be held at these times to discuss the new schedule. If any Duty Person has a problem with the schedule, he/she should speak up at that time. We will not approve any changes or substitutions in the schedule unless it is an emergency or otherwise unanticipated problem. Check your scheduled time for birthdays, anniversaries, weddings, holidays, classes, etc., and make appropriate revisions at the meeting. **THIS SAVES A LOT OF CONFUSION LATER.** Policies may change from time-to-time as needed, or at a Supervisor's discretion; personnel will be informed.
9. The duty truck is equipped with a basic set of tools that are locked in a tool box whose key is on the duty truck key ring. At every change of duty shift, both oncoming and outgoing duty personnel will go through the tool list, sign the list to agree that all of the tools have been passed forward and the signed list is to be turned in to the Duty Program Supervisor. **Report missing equipment promptly.**
10. The duty truck must be cleaned and tools, etc. must be put away daily. **DO NOT LEAVE A DIRTY DUTY TRUCK.**

11. Daily, before leaving at 3:30 p.m., during the work week, check with the office dispatcher to see if anything needs to be responded to immediately. Do not leave work without doing so.
12. Daily, turn in to the Duty Program Supervisor any complaint, Duty Sheet, and 24-hour reports. A separate one should be made up for every response and filled out as completely as possible.
13. Daily, overtime sheets should be turned in to the Duty Program Supervisor for review. He/she will check for accuracy and forward them to your regular supervisor for account numbers and inclusion on your time card.
14. Should you find that, for some reason, you cannot meet your commitment to your scheduled duty, notify the Duty Program Supervisor **immediately** so that substitutions can be made. **Do not take it on yourself** to arrange for a stand-in, because **it may not be approved** by the Supervisor. The Supervisor may replace you for the entire week's shift, or for only the time you need off, depending on how he/she interprets your circumstances. To the extent possible, alternate duty personnel will be utilized for substitutions so they can gain experience.
15. Be sure you go 10-8 when you respond to a call; that you advise Mountain View Communications 10-98 on each assignment; and that you go 10-10 at home. These calls are picked up on a 24-hour tape and will give you backup if there should ever be a dispute in regard to your overtime activities.
16. The Duty Person must remember that when on duty, he/she is subject to the same rules of behavior that apply during the working day. These are listed in the Personnel Rules and Regulations. One of these, in particular, that is emphasized is the provision that the employee not be in "possession or under the influence of" alcoholic beverages, or other controlled substances during those times when on duty. Should a Duty Person find himself/herself under "the influence" when asked to respond a call, he/she should immediately call the Duty Program Supervisor and ask to be relieved of duty. If he/she handles it in this manner, no questions will be asked and no disciplinary action will be taken. (It is important to be aware, however, that should you allow yourself to be in this situation, you may be removed from the Duty Program). If, however, it is determined that the Duty Person responded while under the influence, severe disciplinary action will be taken.
17. The Duty Person on many occasions will have direct contact with the public and should conduct himself/herself in a professional manner. At no time shall the Duty Person argue with the public. Evaluate the situation, explain your role and

perform the appropriate service. If you are not sure of a situation, have Communications call the supervisor.

18. A set of guidelines have been established to help evaluate each situation.

APPENDIX D
CITY RECLASSIFICATION PROCESS PROCEDURE OUTLINE

Responsible Department	Step
Department	Submit reclassification request to Employee Services
Employee Services	Reviews requests; contacts departments with follow-up questions; sends position analysis questionnaire to department (see attached).
Department	Completes job analysis questionnaire and returns to Employee Services.
Employee Services	Reviews job analysis questionnaire and classification specification.
Employee Services	Sets up and conducts interview(s) with affected employee/others as analyst deems necessary.
Employee Services	Performs desk audit/observation of employee at work.
Employee Services	Meets with supervisor/department head for clarifying information, if necessary.
Employee Services	Discusses preliminary recommendation with Employee Services Director.
Employee Services	Contacts department head and advises of preliminary recommendation; allows final opportunity for new information not already considered.
Employee Services	Writes draft analysis/recommendation for Employee Services Director's review.
Employee Services	Sends final recommendation (with a copy to the Department Head) to the City Manager for review and comments.
Department	If disagrees with recommendation, may prepare memo in writing (cc to Employee)

APPENDIX E

SUMMARY OF GRIEVANCE PROCEDURE TIME REQUIREMENTS

** All Days are Calendar Days*

Informal Grievance – Step 1

Employee/Union to discuss with Supervisor	20 days
Supervisor response to Employee/Union	20 days

Formal Grievance – Step 2

Employee/Union to file with Department Head	20 days
Department Head response to Employee/Union	20 days

Formal Grievance – Step 3

Employee/Union to file with Employee Services Director	20 days
Employee Services Director response to Employee/Union	20 days

Formal Appeal – Filing

Employee/Union to file with Employee Services Director	20 days
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Formal Appeal Procedures Following Receipt of Appeal

Appointment of Appeals Board Members

City Manager or Employee Services Director and Employee	20 days
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Appeal Hearing

Within 25 days after naming of Appeals Board

Appeals Board Recommendation to City Manager

Within 15 days after Appeal Hearing

City Manager Issues Final Written Decision

Within 15 days following receipt of Appeals Board Recommendation